See *Burton-Lingo Co.* v. *Patton,* 15 N. M. 304, 107 Pac. 679, 27 L. R. A. (N. S.) 420. The mortgage clause of the standard policy, as interpreted by the courts, gives the insurer the right to subrogation, if he should pay to the mortgagee the amount of the mortgage debt and the policy is shown to have been avoided as to the mortgagor. *Traders Ins. Co.* v. *Race,* 142 Ill. 338, 31 N. E. 392. See RICHARDS, INSURANCE, 3rd ed., § 292. However, the insurer may estop himself to claim the right to subrogation, under this clause. *Scottish Union & Nat. Ins. Co.* v. *Colvard,* 135 Ga. 188, 68 S. E. 1097.

MUNICIPAL CORPORATIONS—CONTRACT WITH WATER COMPANY—RIGHTS OF CITIZENS.—The defendant entered into a contract to maintain a water works system in a certain town, and to furnish a given pressure for fire protection. Because of negligent failure to furnish the agreed pressure, the property of the plaintiff, a citizen, was destroyed by fire. *Held,* the defendant is liable. *Morton* v. *Washington Light and Water Co.* (N. C.), 84 S. E. 1019. See 1 VA. L. REV. 251.

NAVIGABLE WATERS—DIVERSION OF STREAMS BY CITY.—The plaintiff was given the right to maintain a mill and dam on a navigable stream by an act of the territorial legislature. A city, situated above the plaintiff's mill on the navigable stream, took water from the stream to supply its inhabitants with water for domestic and manufacturing purposes, thereby injuring the plaintiff. *Held,* the city can not be enjoined from making such use of the water. *Loranger* v. *City of Flint* (Mich.), 152 N. W. 251. See NOTES, p. 65.

NEGLIGENCE—CONDITION OF PREMISES—INJURIES TO VISITORS—IMPLIED INVITATION.—The plaintiff entered defendant's premises to confer with one who was transacting business with the defendant concerning another matter having no connection with the defendant's affairs. While there the plaintiff was injured because of the defendant's failure to exercise ordinary care in keeping the premises in repair. *Held,* the defendant is liable, since the plaintiff entered on an implied invitation. *Southern Ry. Co.* v. *Bates* (Ala.), 69 South. 131.

In order to escape liability for an injury to a person on his property by implied invitation, the owner must have exercised ordinary care to render the premises reasonably safe. *Bennett* v. *Railroad Co.,* 102 U. S. 577; *Patten* v. *Bartlett,* 111 Me. 409, 89 Atl. 375, 49 L. R. A. (N. S.) 1120. But where a person is on another's property without an invitation, express or implied, the only duty owed by the owner is to refrain from wanton injury or active negligence. *Benson* v. *Baltimore Traction Co.,* 77 Md. 535, 26 Atl. 973, 20 L. R. A. 714, 39 Am. St. Rep. 436; *Sterger* v. *Van Siclen,* 132 N. Y. 499, 30 N. E. 987, 16 L. R. A. 640, 28 Am. St. Rep. 594; *Larmore* v. *Crown Point Iron Co.,* 101 N. Y. 391, 4 N. E. 388, 54 Am. Rep. 718. An implied invitation is held to have been issued when the purpose of the visit of the person entering is connected with the business of the owner or occupant, or for their mutual advantage. *Bell* v. *Houston & S. R. Co.,* 132 La. 88, 60 South. 1029, 43 L. R. A. (N. S.) 740; *Bradford* v. *Boston & M. R. R. Co.,* 160 Mass. 392,

35 N. E. 1131; *Patten* v. *Bartlett, supra.* No technical rule can be laid down for determining the status of a visitor; and the circumstances of each case must be regarded. The slightest connection between the motive of the visit and the owner's business suffices. Thus a visitor accompanying a prospective passenger to a railroad station, or one there to meet a passenger, is an invitee. *Hamilton* v. *Texas and P. R. Co.,* 64 Tex. 251, 53 Am. Rep. 756; *McKone* v. *Mich. Cent. R. Co.,* 51 Mich. 601, 17 N. W. 74, 47 Am. Rep. 596. Or one present to aid another, having business with the owner, to acquire information concerning the transaction. *St. Louis I. M. and S. Ry.* v. *Fairbairn,* 48 Ark. 491, 4 S. W. 50. Or one carrying meals or water to employees on the premises, with the owner's permission. *Illinois Cent. R. Co.* v. *Hopkins,* 200 Ill. 122, 65 N. E. 656; *Purtell* v. *Philadelphia and R. Coal and Iron Co.,* 256 Ill. 110, 99 N. E. 899. But no invitation can be implied where the visitor is on the premises for his own convenience, curiosity or pleasure. *Manning* v. *Chesapeake and O. R. Co.,* 36 W. Va. 329, 15 S. E. 81, 16 L. R. A. 271, 32 Am. St. Rep. 859; *Burbank* v. *Illinois Cent. R. Co.,* 42 La. Ann. 1156, 8 South. 580, 11 L. R. A. 720; *Dixon* v. *Swift,* 98 Me. 207, 56 Atl. 761. Or even where he is transacting business which is wholly unconnected with that of the owner. *Norris* v. *Hugh Nawn Contracting Co.,* 206 Mass. 58, 91 N. E. 886, 31 L. R. A. (N. S.) 623, 19 Ann. Cas. 424; *Indian Refining Co.* v. *Mobley,* 134 Ky. 822, 121 S. W. 657, 24 L. R. A. (N. S.) 497; *Plummer* v. *Dill,* 156 Mass. 426, 31 N. E. 128, 32 Am. St. Rep. 463. There seems, however, to be a tendency, followed by the principal case, to extend the doctrine of implied invitation in order to include those entering the property of a corporation on any business, whether related to that of the owner or not. See *Klugherz* v. *Chicago M. & St. P. R. Co.,* 90 Minn. 17, 95 N. W. 586, 101 Am. St. Rep. 384.

PARDON—ABSENCE OF THE GOVERNOR FROM STATE—VALIDITY OF PARDON BY LIEUTENANT GOVERNOR.—A state constitution provided that in case the governor removed from the state, or because of other disabilities became unable to discharge the duties of the office, the said office should devolve upon the lieutenant governor until such disability should be removed. While the governor was absent from the state the lieutenant governor issued a parole to one convicted of a crime. *Held,* the parole was valid. *Ex parte Cullens* (Okla.), 150 Pac. 90. See NOTES, p. 67.

REAL PROPERTY—LEASE—INJUNCTION.—A tenant under a lease to begin at a future date seeks to enjoin the landlord and the present tenant from removing buildings from the property leased. *Held,* an injunction will be granted. *Evans* v. *Prince's Bay Oyster Co.,* 154 N. Y. Supp. 279.

Authority on the point involved in this case is scarce, and the general principles of the common law must be looked to for guidance. By the original feudal law no estate less than freehold was recognized as an interest in lands. If one held an estate for years, he held no interest in the land itself, but merely a right by way of contract, so that at any moment the contract might be broken by the lessor's eviction of the tenant, who would have no recourse except an action for damages for breach of the contract. Hence, estates for years were